



207 Waiver

Title

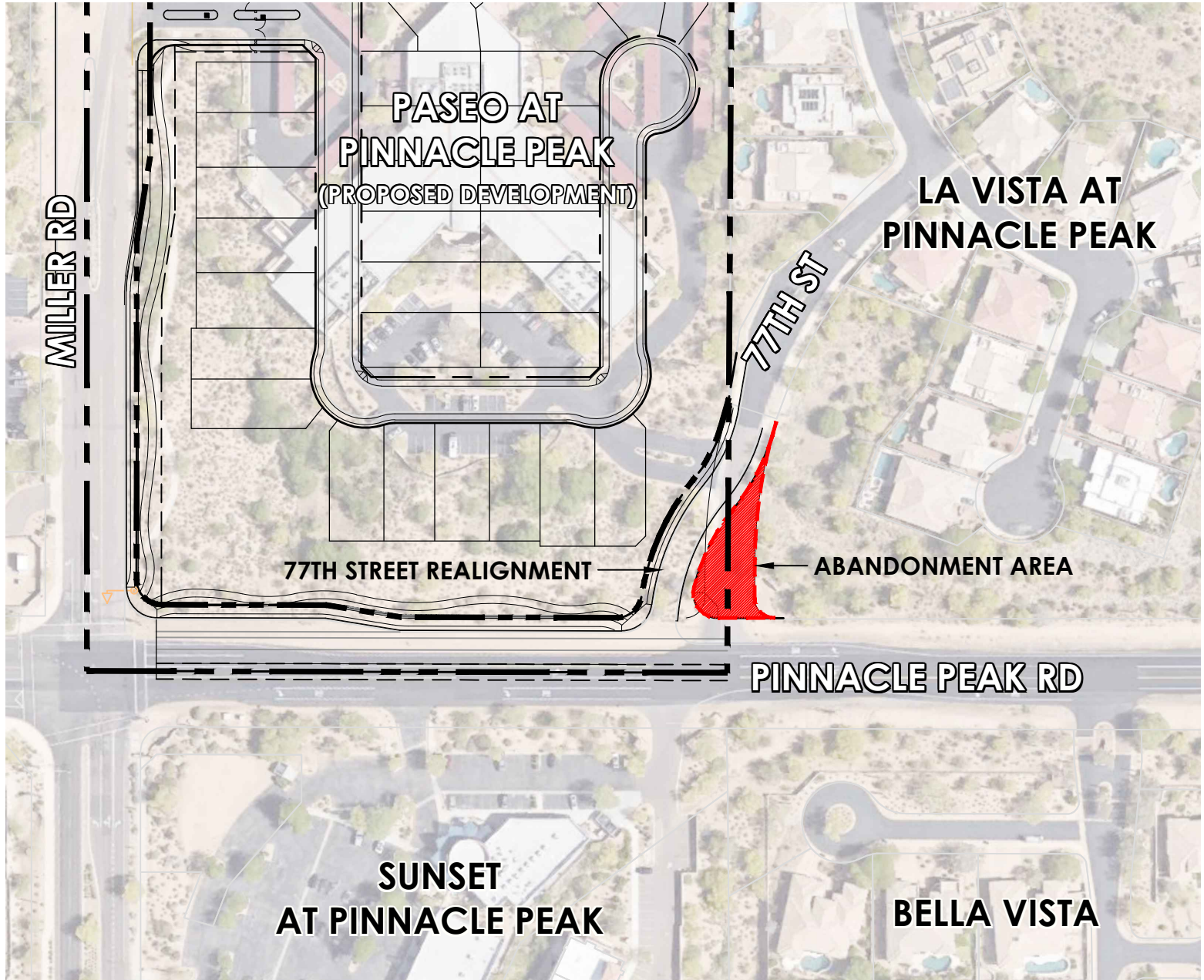
Legal Description / Ads

Policy or Appeals

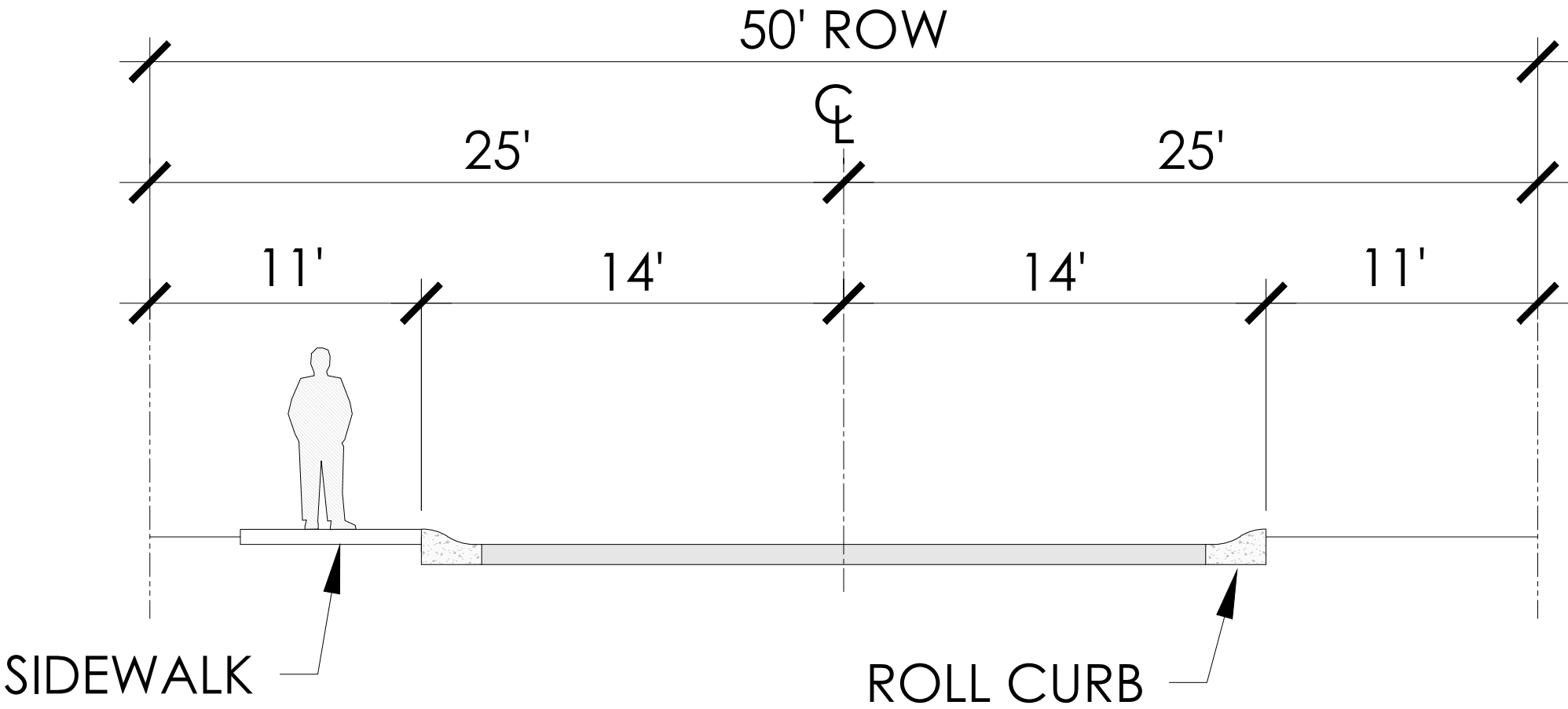
Correspondence Between Legal & Staff

Letter of Authorization

PROPOSED 77TH STREET REALIGNMENT



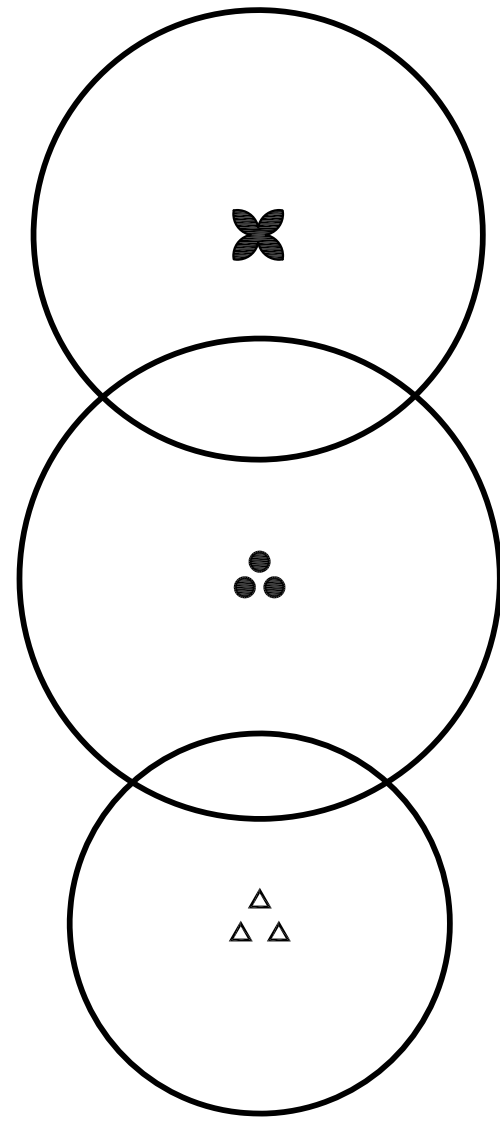
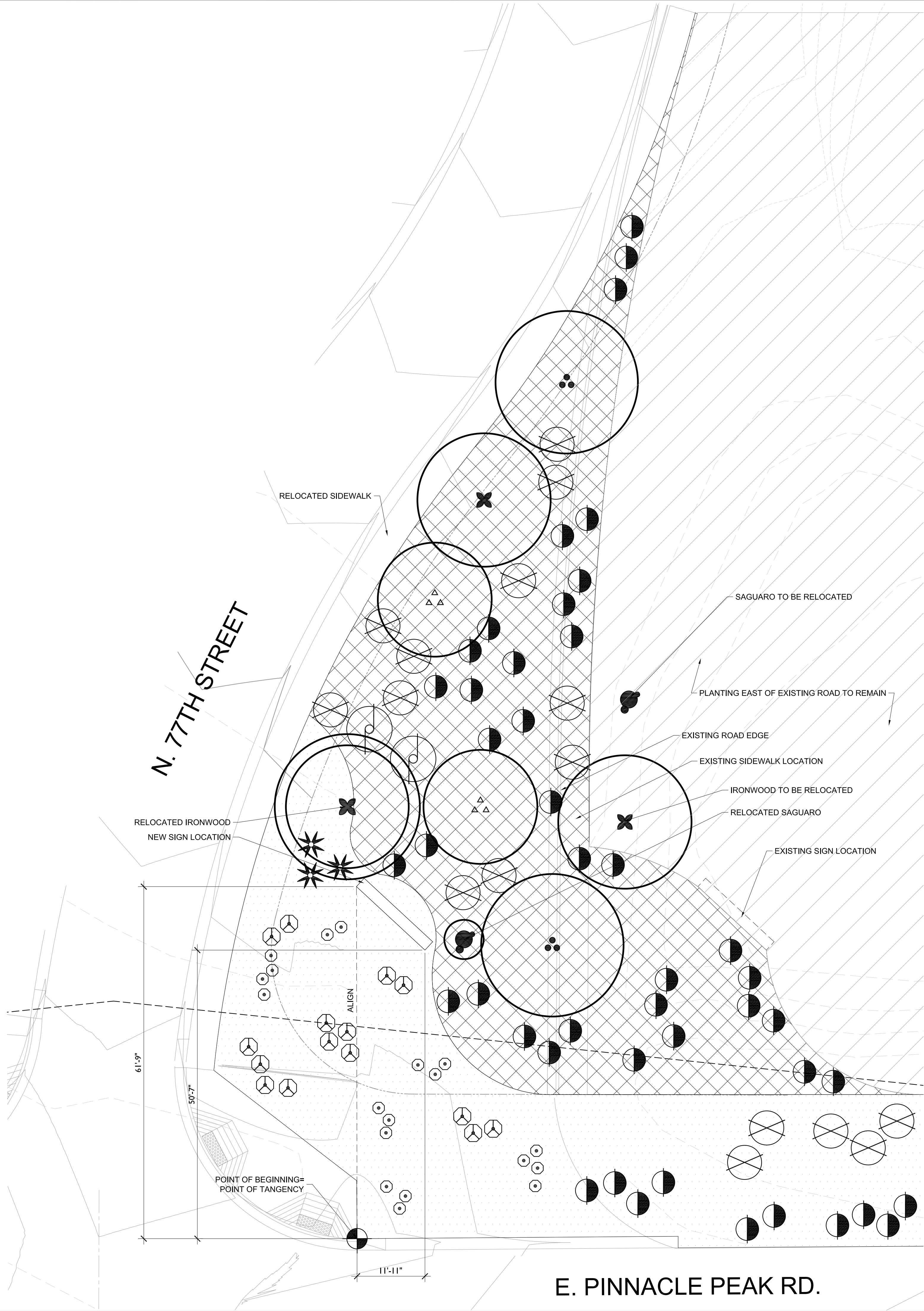
77TH STREET
FIG 5.3-20 LOCAL RESIDENTIAL -- SUBURBAN CHARACTER



NOT TO SCALE

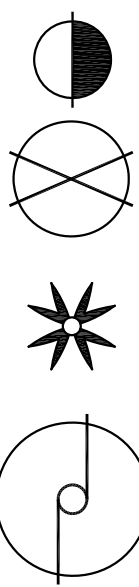
Information furnished regarding this property is from sources deemed reliable. RVI has not made an independent investigation of these sources and no their accuracy or com conceptual, subject to represent any regulat

L:\18002319\PASEO AT PINNACLE PEAK-LANDSCAPE\3-CD-1-CONSTRUCTION DOCUMENTS\2019-CD-LAND.dwg 2/13/2019 kvillike-nadler

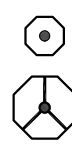


LANDSCAPE PALETTE

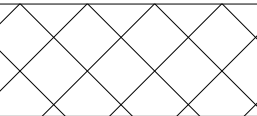
TREES			SIZE	QTY.	CALIPER
OLNEYA TESOTA	IRONWOOD		24" BOX	1	1.0"-1.5"
PARKINSONIA FLORIDA	BLUE PALO VERDE		24" BOX	2	1.0"-1.5"
PARKINSONIA MICROPHYLLA	FOOTHILLS PALO VERDE		24" BOX	2	0.75"-1.25"



SHRUBS			SIZE	QTY.
AMBROSIA DELTOIDEA	BURSAGE		5 GAL.	45
LARREA TRIDENTATA	CREOSOTE BUSH		5 GAL.	16
OPUNTIA ENGELMANII	ENGELMANN'S PRICKLY PEAR		5 GAL.	3
SIMMONDSIA CHINENSIS	JOJOBA		5 GAL.	2



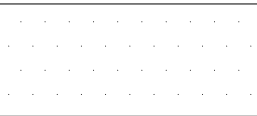
GROUNDCOVERS			SIZE	QTY.
BAILEYA MULTIRADIATA	DESERT MARIGOLD		1 GAL.	19
MELAMPODIUM LEUCANTHUM	BLACKFOOT DAISY		1 GAL.	15



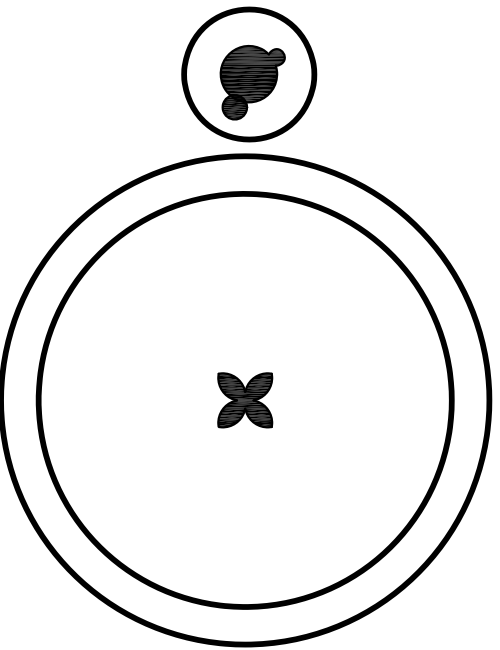
ENHANCED DESERT OPEN SPACE:
DECOMPOSED GRANITE, RAKED NATIVE SOIL AND HYDROSEED MIX. 5808 SQ FT

HYDROSEED MIX - APPLY AT RATE OF 15 PLS LBS/ACRE

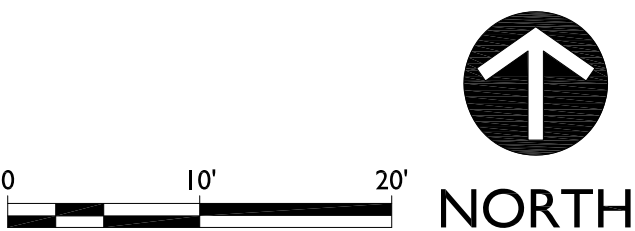
	PLS LBS / ACRE
AMBROSIA DELTOIDEA	3.0
ATRIPLEX CANESCENS	3.0
ENCELIA FARINOSA	2.0
ERICAMERIA LARICIFOLIA	1.0
LARREA TRIDENTATA	2.0
SENNA COVESII	2.0
SPHAERALCEA AMBIGUA	2.0
TRIANGLE-LEAF BURSAGE	3.0
FOUR-WING SALTBUCH	3.0
BRITTLEBUSH	2.0
TURPENTINE BUSH	1.0
CREOSOTE BUSH	2.0
DESERT SENNA	2.0
GLOBEMALLOW	2.0



DECOMPOSED GRANITE 4473 SQ FT



RELOCATED TREE PALETTE			QTY.
CARNEGIA GIGANTEA	SAGUARO		1
OLNEYA TESOTA	IRONWOOD		1



RVi

120 S. Ash Avenue
Tempe, Arizona 85281
Tel: 480.964.0894
www.rviplanning.com



LA VISTA

SCOTTSDALE, AZ

PROJECT NO: 18002319
DATE: 2019-02-11
DRAWN: KWN
REVIEWED: SZ/CJ

REVISIONS
1
2
3
4
5

RELOCATED
SIGN PLANTING
PLAN

WHEN RECORDED, RETURN TO:

Lennar Arizona, Inc.
890 W. Elliot, Suite 101
Gilbert, Arizona 85233
Attn: Mr. Chris Clonts

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 6th day of September, 2019, by and between **LA VISTA AT PINNACLE PEAK HOMEOWNERS ASSOCIATION**, an Arizona nonprofit corporation ("Grantor"), and **LENNAR ARIZONA, INC.**, an Arizona corporation ("Grantee").

RECITALS

A. Grantee is in the process of causing the City of Scottsdale (the "City") to abandon a portion of the existing right-of-way for 77th Street (the "Abandonment"), which is more particularly shown on Exhibit C.

B. Upon the Abandonment, Grantee will become the owner of fee title to the real property more particularly described on Exhibit A (the "La Vista Parcel").

C. Upon the Abandonment, the Paseo at Pinnacle Peak Homeowners Association, an Arizona nonprofit corporation (the "Paseo Association"), will become the owner of fee title to the area more particularly described on Exhibit B (the "Paseo Parcel"). Promptly after the Abandonment, Grantee, as the sole member of the Paseo Association, will cause the Paseo Association to convey the Paseo Parcel to Grantor. The La Vista Parcel and the Paseo Parcel are referred to collectively as the "Easement Area", and a combined legal description of the Easement Area is set forth on Exhibit C.

D. In connection with the development of the Grantee Property, Grantee desires to demolish and remove a portion of North 77th Street presently located within the Easement Area (the "Existing Street"), install certain landscaping, and relocate a sign to the Relocation Property.

E. Grantor desires to grant a temporary construction easement to Grantee for purposes of relocating the Street, all on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee intending to be legally bound hereby mutually covenant and agree for themselves and their heirs, successors, and assigns as follows:

1. Effective Date. This Agreement will be effective as of the date that it is recorded in the Official Records of Maricopa County, Arizona.

2. Temporary Construction Easement. Grantor hereby grants to Grantee and its contractors, subcontractors, employees, and agents (collectively, "Permittees"), for the benefit of the Grantee Property, a non-exclusive temporary construction easement (the "Easement") over, across, and under the Easement Area for purposes of (i) removing and demolishing a portion of the Existing Street and any and all pavement, curbs, sidewalks, gutters, landscaping, and monument signs located in the Easement Area; and (ii) installing new landscaping in the Easement Area in substantial conformance with the landscaping currently existing in the Easement Area (collectively, the "Removal Work"). In addition, Grantee will relocate the monument sign that is presently located in the Easement Area to the Relocation Property (collectively, the "Relocation Work"). Grantee agrees to cause all of the Removal Work and Relocation Work to be performed in a good and workmanlike manner, free and clear of all liens and encumbrances, and in accordance with all applicable laws and plans approved by the applicable governmental authorities. The Easement will automatically terminate upon the completion of the Removal Work and Relocation Work.

3. La Vista Easements. Grantor agrees to execute and consent to the recording of the Public Non-Motorized Access Easement, Scenic Corridor Easement, Vehicular Non-Access Easement, and Sight Distance Easement in the forms required by the City concurrently with (though immediately after) the Abandonment.

4. Insurance. During the performance of the Removal Work and Relocation Work, Grantee agrees to maintain commercial general liability insurance, with broad form contractual liability coverage, in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

5. Indemnification. Grantee hereby agrees to indemnify, defend, and hold harmless Grantor for, from, and against any and all actual or alleged losses, damages, claims, judgments, demands, causes of action suits, costs, and expenses (including reasonable attorneys' fees) (collectively "Losses") in connection with (i) injury to or death of any person or persons (including employees, invitees and agents of the parties hereto) or loss of or damage to any property arising out of or resulting directly from Grantee's or its Permittee's use of the Easement Area; or (ii) any mechanics', materialmen's, or other liens arising out of or resulting directly from Grantee or its Permittee's use of the Easement Area; except, in each such case, to the extent that such Losses are caused by Grantor or its members or result from the gross negligence or willful misconduct of Grantor or its members.

6. Remedies. In no event will either party have the right to terminate this Agreement in connection with any breach of this Agreement by the other party. Except as set forth in the immediately preceding sentence, any alleged, actual or threatened breach of either party's obligations hereunder shall entitle the other party to exercise any and all rights and remedies available to it at law or in equity; provided, however, in no event shall either party be entitled to obtain or recover, and each party hereby waives and covenants not to assert any right to seek or obtain, any incidental, consequential, speculative or punitive damages. The rights and remedies of the parties are intended to be cumulative, and non-exclusive and exercisable singularly, consecutively or concurrently with any others.

7. Run With The Land. The Easement is appurtenant to the Easement Area and the Relocation Property. The Easement and the agreements herein contained in connection therewith

are all easements and covenants running with the Easement Area and Relocation Property, and will inure to the benefit of, and be binding upon, Grantor, Grantee, and their respective successors and assigns, including, without limitation, all subsequent owners of the Easement Area or Relocation Property (as applicable) and all persons claiming under them, without the necessity of an assignment of this Agreement with the conveyance of any part of the Easement Area or Relocation Property, as applicable.

8. Waivers. No provision of this Agreement, no breach thereof, and no right or remedy becoming available upon the happening of such breach can be waived, except by a written instrument dated and executed by the party against whom enforcement of such waiver is sought. Each waiver will apply to the particular instance and at the particular time only, and no waiver will be deemed a continuing one or as applying to any other provision hereof or other prior, contemporaneous or subsequent breach or other available right or remedy.

9. Descriptive Headings. The descriptive headings of the sections hereof are inserted for convenience only and will not control or affect the meanings or construction of any provisions hereof.

10. Severability. Every provision of this Agreement is hereby declared to be independent of, and severable from, every other provision. If any provision of this Agreement is determined to be invalid or unenforceable, that determination will be without effect upon the validity or enforceability of any other provision of this Agreement.

11. Attorneys' Fees. If either party breaches any of the terms, provisions, warranties, representations, covenants, or agreements contained in this Agreement and either party becomes involved in litigation with regard to breach of this Agreement, each party shall bear its own attorneys' fees, expert witness' fees, court costs, and other litigation-related expenses. Notwithstanding that either party may be the prevailing party, each party hereby waives all rights, statutory or otherwise, to recover attorneys' fees, expert witness' fees, court costs, and other litigation-related expenses from the other party.

12. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Arizona (without reference to choice of law principles).

13. No Dedication to the Public. Nothing contained herein will be deemed to constitute any dedication to the public or for public use of any portion of the Easement Area or the Relocation Property.

14. Miscellaneous. All exhibits attached hereto are by this reference incorporated herein. This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same original Agreement. Nothing contained in this Agreement will be deemed to limit, abrogate, or otherwise affect any other rights or obligations of Grantor and/or Grantee under any other documents or agreements to which Grantor or Grantee are subject.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth above.

GRANTOR:

LA VISTA AT PINNACLE PEAK HOMEOWNERS ASSOCIATION,
an Arizona nonprofit corporation

By: [Signature]
Name: JOSEPH LEVINE
Title: VP HOA Board

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on this 28 day of August, 2019, by Joseph J Levine, the Vice President of La Vista at Pinnacle Peak Homeowners Association, an Arizona nonprofit corporation.

[Signature]
Notary Public

My Commission Expires:

03/15/2020



IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date set forth above.

GRANTEE:

LENNAR ARIZONA, INC.,
an Arizona corporation

By: [Signature]
Name: Jeff Gunderson
Title: Vice President

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on this 6th day of September, 2019, by JEFF GUNDERSON, as VICE PRESIDENT of Lennar Arizona, Inc., an Arizona corporation, being authorized so to do, on behalf thereof.

[Signature]
Notary Public

My Commission Expires:

MARCH 23, 2020

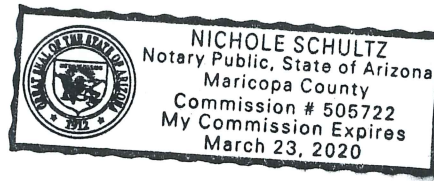


Exhibit A

La Vista Parcel

A portion of 77th Street as shown on the final plat of La Vista Replat, Book 532, Page 50, MCR, lying within the southeast quarter of Section 11, Township 4 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 11, a Brass Cap in Handhole, from which the southeast corner of said Section 11, a Brass Cap in Handhole, bears South 89 degrees 51 minutes 11 seconds East, a distance of 2575.50 feet;

Thence along the south line of the southeast quarter said Section 11, South 89 degrees 51 minutes 11 seconds East, a distance of 643.87 feet, to the east line of the west half of the southwest quarter of the southeast quarter of said Section 11;

Thence along said east line, North 00 degrees 21 minutes 31 seconds East, a distance of 55.00 feet, to the northerly right-of-way line of Pinnacle Peak Road and the **Point of Beginning**;

Thence continuing along said east line, North 00 degrees 21 minutes 31 seconds East, a distance of 102.97 feet, to the beginning of a non-tangent curve, concave southeasterly, having a radius of 200.00 feet;

Thence northeasterly along said curve, an arc length of 6.97 feet, through a central angle of 01 degrees 59 minutes 48 seconds, to a point of reverse curvature, having a radius of 200.00 feet;

Thence northeasterly along said curve, an arc length of 39.04 feet, through a central angle of 11 degrees 11 minutes 05 seconds;

Thence North 25 degrees 58 minutes 17 seconds East, a distance of 38.95 feet, the easterly right-of-way line of 77th Street as shown on said La Vista Replat and a point of cusp, concave easterly, having a radius of 473.00 feet, whose radius bears South 75 degrees 07 minutes 35 seconds East;

Thence southerly along said curve, an arc length of 119.81 feet, through a central angle of 14 degrees 30 minutes 45 seconds;

Thence South 00 degrees 21 minutes 40 seconds West, a distance of 32.72 feet, to the beginning of a curve, concave northeasterly, having a radius of 25.00 feet;

Thence southeasterly along said curve, an arc length of 39.36 feet, through a central angle of 90 degrees 12 minutes 51 seconds, to the northerly right-of-way line of Pinnacle Peak Road;

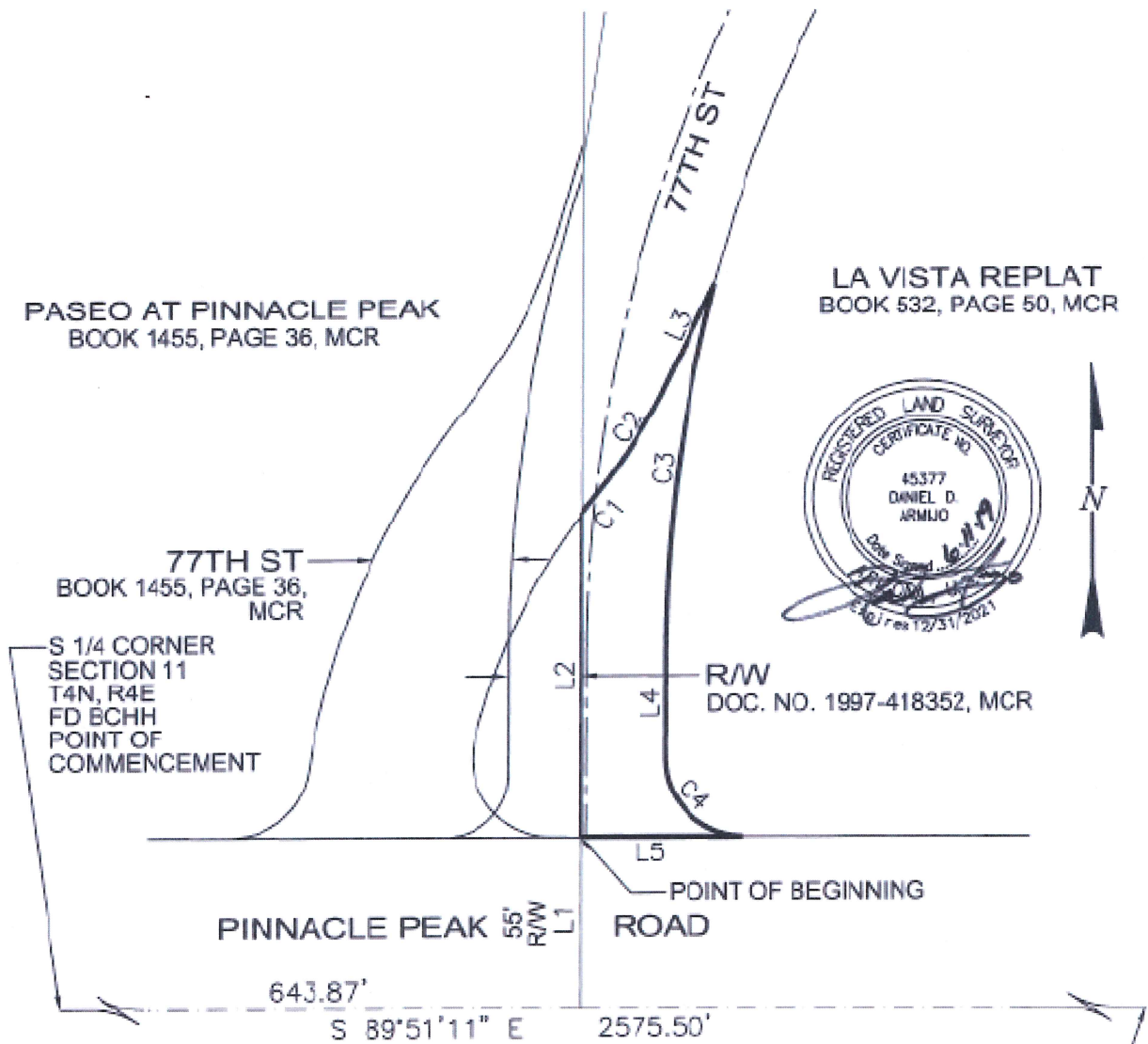
Thence North 89 degrees 51 minutes 11 seconds West, a distance of 52.11 feet, to the **Point of Beginning**.

Containing 3,789 Square Feet or 0.09 Acres more or less.

Subject to easements, restrictions and rights of way of record.

PASEO AT PINNACLE PEAK
BOOK 1455, PAGE 36, MCR

LA VISTA REPLAT
BOOK 532, PAGE 50, MCR



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	RADIAL BEARING
C1	6.97'	200.00'	1°59'48"	S 52°59'36" E
C2	39.04'	200.00'	11°11'05"	N 51°25'18" W
C3	119.81'	473.00'	14°30'45"	S 75°07'35" E
C4	39.36'	25.00'	90°12'51"	S 89°38'20" E

SE CORNER
SECTION 11
T4N, R4E
FD BCHH



P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

LINE	BEARING	DISTANCE
L1	N 00°21'31" E	55.00'
L2	N 00°21'31" E	102.97'
L3	N 25°58'17" E	38.95'
L4	S 00°21'40" W	32.72'
L5	N 89°51'11" W	52.11'

DRAWN BY: DDA	CHECKED BY: DDA	DATE: 06/11/19	JOB NO.: 17-051	SHEET NO. 2 OF 2
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Exhibit B

Paseo Parcel

A portion of 77th Street as shown on the final plat of Paseo at Pinnacle Peak, Book 1455, Page 36, Maricopa County Records (MCR), and 77th Street Right of Way as described in Document No. 1997-418352, MCR, lying within the southeast quarter of Section 11, Township 4 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 11, a Brass Cap in Handhole, from which the southeast corner of said Section 11, a Brass Cap in Handhole, bears South 89 degrees 51 minutes 11 seconds East, a distance of 2575.50 feet;

Thence along the south line of the southeast quarter said Section 11, South 89 degrees 51 minutes 11 seconds East, a distance of 643.87 feet, to the east line of the west half of the southwest quarter of the southeast quarter of said Section 11;

Thence along said east line, North 00 degrees 21 minutes 31 seconds East, a distance of 55.00 feet, to the northerly right-of-way line of Pinnacle Peak Road and the **Point of Beginning**;

Thence along said northerly right-of-way line, North 89 degrees 51 minutes 11 seconds West, a distance of 9.48 feet, to the beginning of a curve, concave northeasterly, having a radius of 25.00 feet;

Thence leaving said northerly right-of-way line, northwesterly along said curve, an arc length of 45.33 feet, through a central angle of 103 degrees 53 minutes 15 seconds, to a point of compound curvature, having a radius of 200.00 feet;

Thence northeasterly along said curve, an arc length of 80.19 feet, through a central angle of 22 degrees 58 minutes 20 seconds, to the east line of the west half of the southwest quarter of the southeast quarter of said Section;

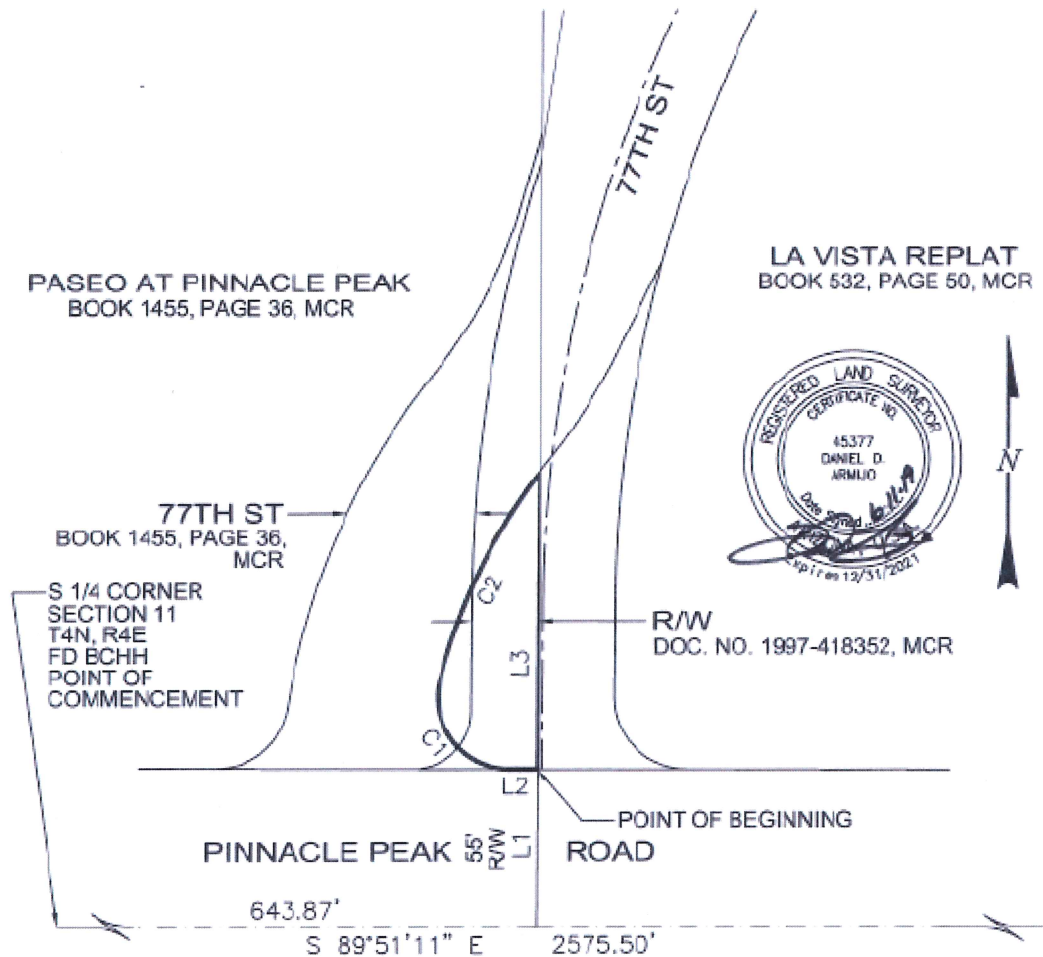
Thence along said east line, South 00 degrees 21 minutes 31 seconds West, a distance of 102.97 feet, to the **Point of Beginning**.

Containing 2,367 Square Feet or 0.05 Acres more or less.

Subject to easements, restrictions and rights of way of record.

PASEO AT PINNACLE PEAK
BOOK 1455, PAGE 36, MCR

LA VISTA REPLAT
BOOK 532, PAGE 50, MCR



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	RADIAL BEARING
C1	45.33'	25.00'	103°53'15"	N 00°08'49" E
C2	80.19'	200.00'	22°58'20"	S 75°57'55" E

SE CORNER
SECTION 11
T4N, R4E
FD BCHH



P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

LINE	BEARING	DISTANCE
L1	N 00°21'31" E	55.00'
L2	N 89°51'11" W	9.48'
L3	S 00°21'31" W	102.97'

DRAWN BY: DDA CHECKED BY: DDA DATE: 06/11/19 JOB NO.: 17-051

SHEET NO. 2 OF 2

Exhibit C

Easement Area

A portion of 77th Street as shown on the final plat of Paseo at Pinnacle Peak, Book 1455, Page 36, Maricopa County Records (MCR), 77th Street as shown on the final plat of La Vista Replat, Book 532, Page 50, MCR and 77th Street Right of Way as described in Document No. 1997-418352, MCR, lying within the southeast quarter of Section 11, Township 4 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 11, a Brass Cap in Handhole, from which the southeast corner of said Section 11, a Brass Cap in Handhole, bears South 89 degrees 51 minutes 11 seconds East, a distance of 2575.50 feet;

Thence along the south line of the southeast quarter said Section 11, South 89 degrees 51 minutes 11 seconds East, a distance of 643.87 feet, to the east line of the west half of the southwest quarter of the southeast quarter of said Section 11;

Thence along said east line, North 00 degrees 21 minutes 31 seconds East, a distance of 55.00 feet, to the northerly right-of-way line of Pinnacle Peak Road and the **Point of Beginning**;

Thence along said northerly right-of-way line, North 89 degrees 51 minutes 11 seconds West, a distance of 9.48 feet, to the beginning of a curve, concave northeasterly, having a radius of 25.00 feet;

Thence leaving said northerly right-of-way line, northwesterly along said curve, an arc length of 45.33 feet, through a central angle of 103 degrees 53 minutes 15 seconds, to a point of compound curvature, having a radius of 200.00 feet;

Thence northeasterly along said curve, an arc length of 87.16 feet, through a central angle of 24 degrees 58 minutes 07 seconds, to a point of reverse curvature, having a radius of 200.00 feet;

Thence northeasterly along said curve, an arc length of 39.04 feet, through a central angle of 11 degrees 11 minutes 05 seconds;

Thence North 25 degrees 58 minutes 17 seconds East, a distance of 38.95 feet, the easterly right-of-way line of 77th Street as shown on said La Vista Replat and a point of cusp, concave easterly, having a radius of 473.00 feet, whose radius bears South 75 degrees 07 minutes 35 seconds East;

Thence southerly along said curve, an arc length of 119.81 feet, through a central angle of 14 degrees 30 minutes 45 seconds;

Thence South 00 degrees 21 minutes 40 seconds West, a distance of 32.72 feet, to the beginning of a curve, concave northeasterly, having a radius of 25.00 feet;

Thence southeasterly along said curve, an arc length of 39.36 feet, through a central angle of 90 degrees 12 minutes 51 seconds, to the northerly right-of-way line of Pinnacle Peak Road;

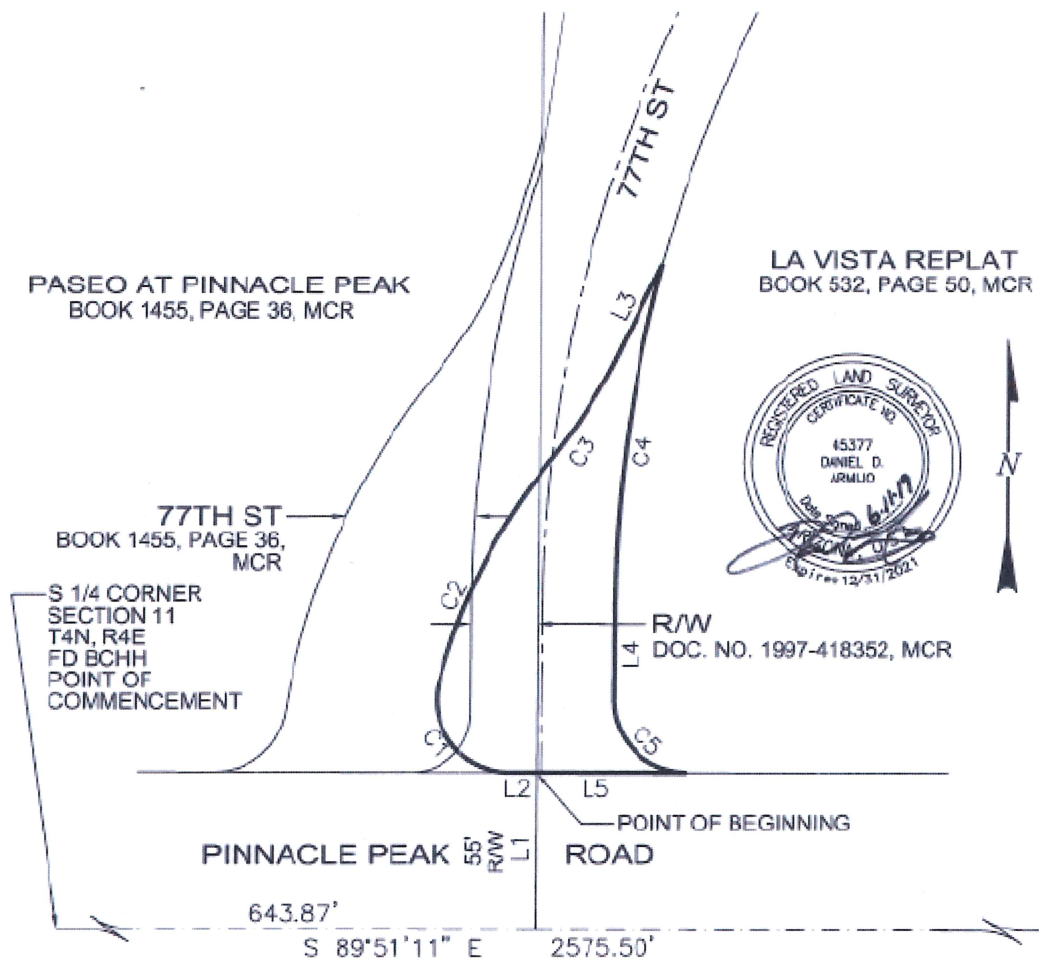
Thence North 89 degrees 51 minutes 11 seconds West, a distance of 52.11 feet, to the **Point of Beginning**.

Containing 6,156 Square Feet or 0.14 Acres more or less.

Subject to easements, restrictions and rights of way of record.

PASEO AT PINNACLE PEAK
BOOK 1455, PAGE 36, MCR

LA VISTA REPLAT
BOOK 532, PAGE 50, MCR



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	RADIAL BEARING
C1	45.33'	25.00'	103°53'15"	N 00°08'49" E
C2	87.16'	200.00'	24°58'07"	S 75°57'55" E
C3	39.04'	200.00'	11°11'05"	N 51°25'18" W
C4	119.81'	473.00'	14°30'45"	S 75°07'35" E
C5	39.36'	25.00'	90°12'51"	S 89°38'20" E



P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

LINE	BEARING	DISTANCE
L1	N 00°21'31" E	55.00'
L2	N 89°51'11" W	9.48'
L3	N 25°58'17" E	38.95'
L4	S 00°21'40" W	32.72'
L5	N 89°51'11" W	52.11'

DRAWN BY: DDA CHECKED BY: DDA DATE: 06/11/19 JOB NO.: 17-051

SHEET NO. 2 OF 2

WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records
()
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2, 3)



**CITY OF SCOTTSDALE
SIGHT DISTANCE EASEMENT**

Project No. _____

Q.S./ APN _____

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received
La Vista at Pinnacle Peak Homeowners Association (collectively "Grantor") does hereby grant and convey to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description and the sketch attached hereto as Exhibits "A" and "B". The purpose of the easement is to preserve the Property as a traffic safety visibility area free of any obstructions to the view of persons looking across the Property. Without limitation, Grantor shall not allow or suffer to exist upon the Property any buildings, walls, trees, structures, screens or other obstructions between an elevation 18 inches above and an elevation 96 inches above the elevation of adjacent motor vehicle travel areas. The preceding sentence does not apply to poles or tree trunks that Grantee determines do not adversely affect traffic safety visibility.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this 6th day of Sept, 2019.

Grantor: _____

for La Vista HOA

for _____

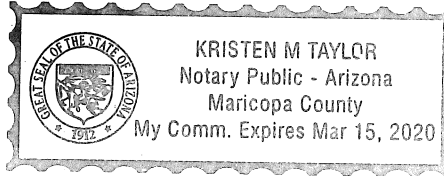
State of Arizona)
) ss.
County of Maricopa)

This document was acknowledged before me this 06 day of September, 2019, by Joseph Levine for and on behalf of La Vista at Apache Peak Homeowners Assoc.

Kristen M Taylor
NOTARY PUBLIC

My commission expires:

03/15/2020



State of Arizona)
) ss.
County of Maricopa)

This document was acknowledged before me this ____ day of _____, 20____, by _____ for and on behalf of _____.

NOTARY PUBLIC

My commission expires:

WHEN RECORDED, RETURN TO:

City of Scottsdale
One Stop Shop/Records
()
7447 E. Indian School Road, Suite 100
Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2, 3)



**CITY OF SCOTTSDALE
PUBLIC NON-MOTORIZED ACCESS EASEMENT**

Project No. _____

APN _____

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received
La Vista at Pinnacle Peak Homeowners Associ (collectively "Grantor") does hereby grant to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description and the sketch attached hereto as Exhibits "A" and "B". The purpose of the easement is for all forms of non-motorized transportation together with motorized emergency, law enforcement, and service vehicles, and for construction, operation, use, maintenance, repair, modification and replacement from time to time of improvements related thereto.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this 6th day of Sept, 2019.

Grantor: _____

for La Vista HOA

for _____

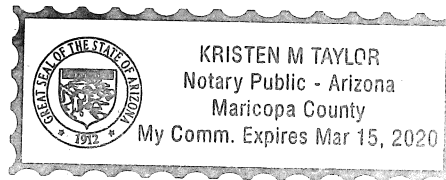
State of Arizona)
) ss.
County of Maricopa)

This document was acknowledged before me this 06 day of September, 2019, by
Joseph LeVine for and on behalf of La Vista Pinnacle Peak Homeowners Assoc.


NOTARY PUBLIC

My commission expires:

03/15/2020



State of Arizona)
) ss.
County of Maricopa)

This document was acknowledged before me this ____ day of _____, 20____, by
_____ for and on behalf of _____

NOTARY PUBLIC

My commission expires:

WHEN RECORDED, RETURN TO:

City of Scottsdale

One Stop Shop/Records

(_____)

7447 E. Indian School Road, Suite 100

Scottsdale, AZ 85251

Exempt from Affidavit of Value
under A.R.S. § 11-1134(A)(2, 3)



**CITY OF SCOTTSDALE
SCENIC CORRIDOR EASEMENT**

Project No. _____

APN _____

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received
La Vista at Pinnacle Peak Homeowners Association (collectively "Grantor") does hereby grant and convey to the City of Scottsdale, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across the parcel of land (the "Property") described on the legal description and the sketch attached hereto as Exhibits "A" and "B". The purpose of the easement is to preclude Grantor from installing any improvements on the Property. Notwithstanding the preceding sentence, Grantee may elect to allow Grantor to install vegetation, driveways, signage and underground private utilities upon the Property in compliance with applicable land use laws and regulations. Grantor shall maintain the Property, including any such improvements, in a neat, safe and clean condition.

Grantee shall have the right to enjoin in a court of law any violation of the requirements of this document. Grantee shall have the right to enter upon the Property to enforce any provisions of this document; provided however, that this instrument does not create public access to any portion of the Property. The mention of any remedies in this document does not limit Grantee's right to any other remedies.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this 6th day of Sept, 2019.


Grantor: _____

for La Vista HOA

for _____

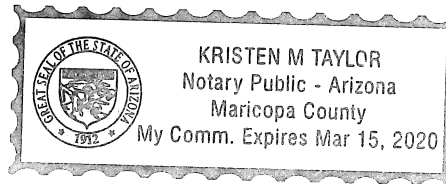
State of Arizona)
) ss.
County of Maricopa)

This document was acknowledged before me this 06 day of September, 2019, by
Joseph Levine for and on behalf of La Vista at Pinnacle Peak Homeowners Assoc.


NOTARY PUBLIC

My commission expires:

03/15/2020



State of Arizona)
) ss.
County of Maricopa)

This document was acknowledged before me this _____ day of _____, 20____, by
_____ for and on behalf of _____.

NOTARY PUBLIC

My commission expires:

77th Street
Right-of-Way Abandonment

A portion of 77th Street as shown on the final plat of Paseo at Pinnacle Peak, Book 1455, Page 36, Maricopa County Records (MCR), 77th Street as shown on the final plat of La Vista Replat, Book 532, Page 50, MCR and 77th Street Right of Way as described in Document No. 1997-418352, MCR, lying within the southeast quarter of Section 11, Township 4 North, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the south quarter corner of said Section 11, a Brass Cap in Handhole, from which the southeast corner of said Section 11, a Brass Cap in Handhole, bears South 89 degrees 51 minutes 11 seconds East, a distance of 2575.50 feet;

Thence along the south line of the southeast quarter said Section 11, South 89 degrees 51 minutes 11 seconds East, a distance of 643.87 feet, to the east line of the west half of the southwest quarter of the southeast quarter of said Section 11;

Thence along said east line, North 00 degrees 21 minutes 31 seconds East, a distance of 55.00 feet, to the northerly right-of-way line of Pinnacle Peak Road and the **Point of Beginning**;

Thence along said northerly right-of-way line, North 89 degrees 51 minutes 11 seconds West, a distance of 9.48 feet, to the beginning of a curve, concave northeasterly, having a radius of 25.00 feet;

Thence leaving said northerly right-of-way line, northwesterly along said curve, an arc length of 45.33 feet, through a central angle of 103 degrees 53 minutes 15 seconds, to a point of compound curvature, having a radius of 200.00 feet;

Thence northeasterly along said curve, an arc length of 87.16 feet, through a central angle of 24 degrees 58 minutes 07 seconds, to a point of reverse curvature, having a radius of 200.00 feet;

Thence northeasterly along said curve, an arc length of 39.04 feet, through a central angle of 11 degrees 11 minutes 05 seconds;

Thence North 25 degrees 58 minutes 17 seconds East, a distance of 38.95 feet, the easterly right-of-way line of 77th Street as shown on said La Vista Replat and a point of cusp, concave easterly, having a radius of 473.00 feet, whose radius bears South 75 degrees 07 minutes 35 seconds East;

Thence southerly along said curve, an arc length of 119.81 feet, through a central angle of 14 degrees 30 minutes 45 seconds;

Thence South 00 degrees 21 minutes 40 seconds West, a distance of 32.72 feet, to the beginning of a curve, concave northeasterly, having a radius of 25.00 feet;

Thence southeasterly along said curve, an arc length of 39.36 feet, through a central angle of 90 degrees 12 minutes 51 seconds, to the northerly right-of-way line of Pinnacle Peak Road;

Thence North 89 degrees 51 minutes 11 seconds West, a distance of 52.11 feet, to the **Point of Beginning**.

Containing 6,156 Square Feet or 0.14 Acres more or less.

Subject to easements, restrictions and rights of way of record.



P.O. Box 2170, Chandler, AZ 85244
Daniel D. Armijo, RLS (480) 244-7630
Brian D. Warren, LSIT (480) 243-4287

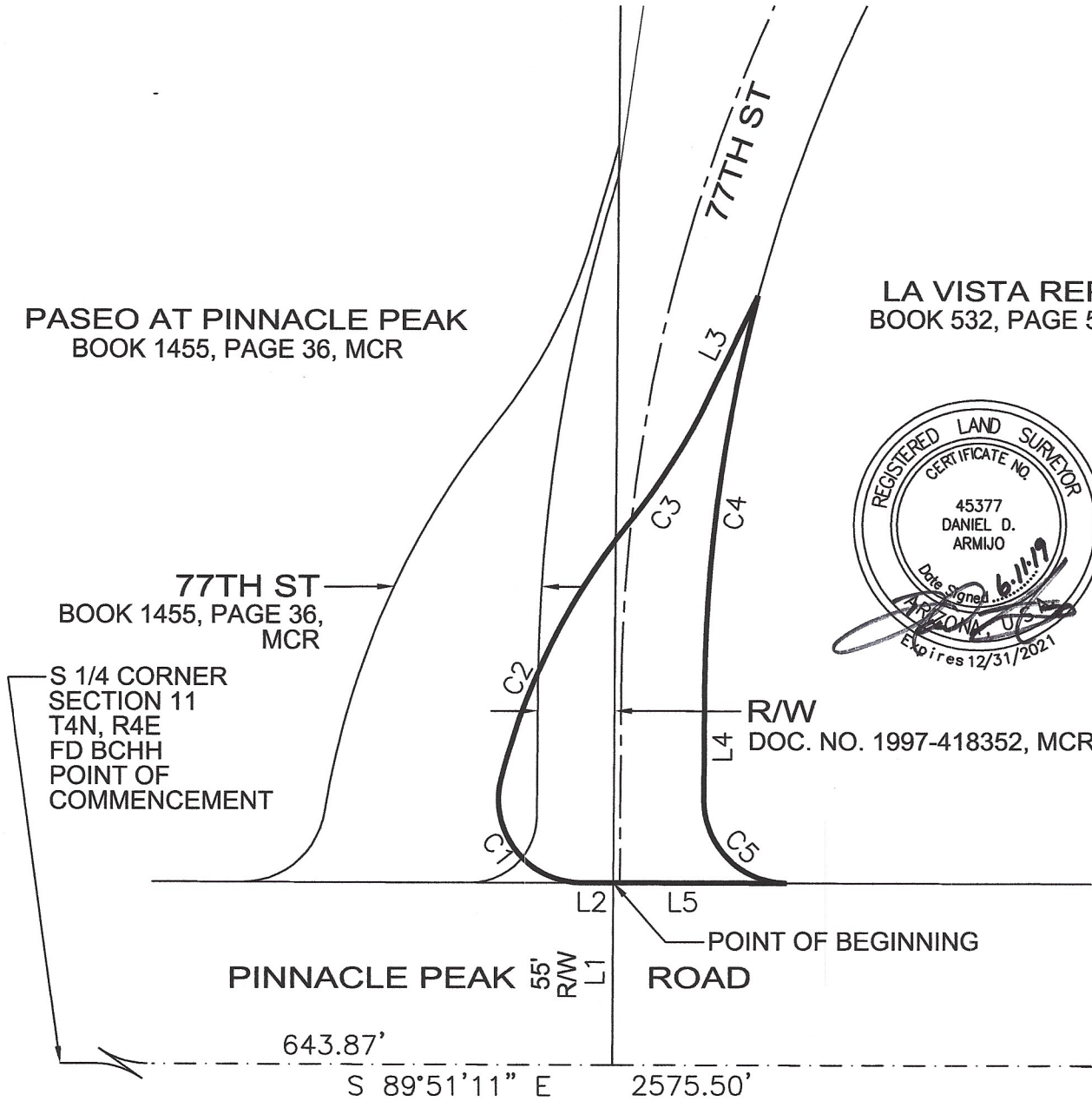


June 11, 2019
AWLS #17-051

R/W ABANDONMENT

PASEO AT PINNACLE PEAK
BOOK 1455, PAGE 36, MCR

LA VISTA REPLAT
BOOK 532, PAGE 50, MCR



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	RADIAL BEARING
C1	45.33'	25.00'	103°53'15"	N 00°08'49" E
C2	87.16'	200.00'	24°58'07"	S 75°57'55" E
C3	39.04'	200.00'	11°11'05"	N 51°25'18" W
C4	119.81'	473.00'	14°30'45"	S 75°07'35" E
C5	39.36'	25.00'	90°12'51"	S 89°38'20" E

SE CORNER
SECTION 11
T4N, R4E
FD BCHH



P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

LINE	BEARING	DISTANCE
L1	N 00°21'31" E	55.00'
L2	N 89°51'11" W	9.48'
L3	N 25°58'17" E	38.95'
L4	S 00°21'40" W	32.72'
L5	N 89°51'11" W	52.11'

DRAWN BY:
DDA

CHECKED BY:
DDA

DATE: 06/11/19

JOB NO.: 17-051

SHEET NO. **2 OF 2**

RW Abandonment

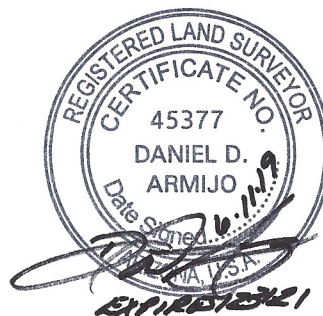
R/W Abandonment
Closure Report

Tue Jun 11 07:03:14 2019

Northing	Easting	Bearing	Distance
----------	---------	---------	----------

10052.810	13286.861	N 89°51'11" W 9.483	
10052.834	13277.379	Radius: 25.000 Chord: 39.370 Degree: 229°10'59" Dir: Right Length: 45.329 Delta: 103°53'15" Tangent: 31.934 Chord BRG: N 37°54'33" W Rad-In: N 00°08'49" E Rad-Out: S 75°57'55" E Radius Point: 10077.834,13277.443	
10083.897	13253.189	Radius: 200.000 Chord: 86.469 Degree: 28°38'52" Dir: Right Length: 87.157 Delta: 24°58'07" Tangent: 44.282 Chord BRG: N 26°31'08" E Rad-In: S 75°57'55" E Rad-Out: S 50°59'48" E Radius Point: 10035.395,13447.219	
10161.268	13291.797	Radius: 200.000 Chord: 38.980 Degree: 28°38'52" Dir: Left Length: 39.042 Delta: 11°11'05" Tangent: 19.583 Chord BRG: N 32°59'10" E Rad-In: N 51°25'18" W Rad-Out: N 62°36'23" W Radius Point: 10285.985,13135.446	
10193.965	13313.019	N 25°58'17" E 38.952	
10228.983	13330.077	Radius: 473.000 Chord: 119.487 Degree: 12°06'48" Dir: Left Length: 119.807 Delta: 14°30'45" Tangent: 60.226 Chord BRG: S 07°37'03" W Rad-In: S 75°07'35" E Rad-Out: S 89°38'20" E Radius Point: 10107.570,13787.229	
10110.551	13314.238	S 00°21'40" W 32.718	
10077.834	13314.032	Radius: 25.000 Chord: 35.421 Degree: 229°10'59" Dir: Left Length: 39.363 Delta: 90°12'51" Tangent: 25.094 Chord BRG: S 44°44'45" E Rad-In: S 89°38'20" E Rad-Out: N 00°08'49" E Radius Point: 10077.676,13339.031	
10052.676	13338.967	N 89°51'11" W 52.105	
10052.810	13286.862		

Closure Error Distance> 0.00100 Error Bearing> N 89°51'08" W
Closure Precision> 1 in 463956.6 Total Distance> 463.957
Polyline Area: 6155.5 sq ft, 0.1 acres



LANDSCAPE KEYNOTES

- 1

SIGHT VISIBILITY TRIANGLE PER CIVIL, TYPICAL. MATURE PLANT HEIGHT 2'-0" MAXIMUM.
- 2

CONCRETE CURB, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- 3

CONCRETE SIDEWALK, REFER TO ENGINEERING PLANS FOR MORE INFORMATION.
- 4

NOT USED
- 5

FIRE HYDRANT - MAINTAIN 3'-0" CLEARANCE.
- 6

NOT USED
- 7

NOT USED
- 8

8" STABILIZED DECOMPOSED GRANITE TRAIL ROLLED AND COMPACTED, REF PAVING SCHEDULE ON L2.01. TRAIL TO BE FIELD LOCATED AROUND EXISTING PLANT MATERIAL
- 9

UNDISTURBED NATURAL AREA OPEN SPACE.
- 10

REVEGETATED NATURAL AREA OPEN SPACE.
- 11

ADA RAMP PER CIVIL.
- 12

ENHANCED PAVING, REFER TO PAVING SCHEDULE ON L2.01
- 13

PLANT MATERIAL TO REMAIN IN PLACE, TYP.
- 14

CONCRETE HEADER REF DETAIL 11/L4.07
- 15

TRAIL MARKER SIGN REF TO CITY OF SCOTTSDALE STANDARD DETAIL NO. 2683, LOCATE 2'-0" FROM EDGE OF TRAIL.
- 16

TREE TO BE REMOVED

LANDSCAPE PALETTE

TREES		SIZE	QTY.	CALIPER
OLNEYA TESOTA	IRONWOOD	48" BOX	4	7.0"-9.0"
PARKINSONIA FLORIDA	BLUE PALO VERDE	24" BOX	22	1.0"-1.5"
PARKINSONIA MICROPHYLLA	FOOTHILLS PALO VERDE	24" BOX	9	0.75"-1.25"
PROSOPIS VELUTINA	VELVET MESQUITE	24" BOX	16	1.0"-1.5"
SHRUBS				
AMBROSIA DELTOIDEA	BURSAGE	5 GAL.	76	
CANOTIA HOLACANTHA	CRUCIFIXION THORN	5 GAL.	20	
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH	5 GAL.	52	
JUSTICIA CALIFORNICA	CHUPAROSA	5 GAL.	56	
LARREA TRIDENTATA	CREOSOTE BUSH	5 GAL.	89	
PENSTEMON PARRYI	PARRY'S PENSTEMON	1 GAL.	98	
SIMMONDSIA CHINENSIS	JOJOBA	5 GAL.	42	
SPHAERALCEA AMBIGUA	DESERT GLOBE MALLOW	5 GAL.	42	
VIGUIERA DELTOIDEA	GOLDENEYE	5 GAL.	57	
ACCENTS				
AGAVE AMERICANA	CENTURY PLANT	5 GAL.	2	
DASYLIRION WHEELERI	DESERT SPOON	5 GAL.	6	
YUCCA ELATA	SOAPTREE YUCCA	5 GAL.	12	
GROUNDCOVERS				
BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL.	186	
MELAMPODIUM LEUCANTHUM	BLACKFOOT DAISY	1 GAL.	158	
VERBENA PULCHELLA	MOSS VERBENA	1 GAL.	217	

HYDROSEED MIX - APPLY AT RATE OF 15 PLS LBS/ACRE

	PLS LBS / ACRE
AMBROSIA DELTOIDEA	3.0
ATRIPLEX CANESCENS	3.0
ENCELIA FARINOSA	2.0
ERICAMERIA LARICIFOLIA	1.0
LARREA TRIDENTATA	2.0
SENNA COVESII	2.0
SPHAERALCEA AMBIGUA	2.0
TRIANGLE-LEAF BURSAGE	3.0
FOUR-WING SALTBUCH	3.0
BRITTLEBUSH	2.0
TURPENTINE BUSH	1.0
CREOSOTE BUSH	2.0
DESERT SENNA	2.0
GLOBEMALLOW	2.0

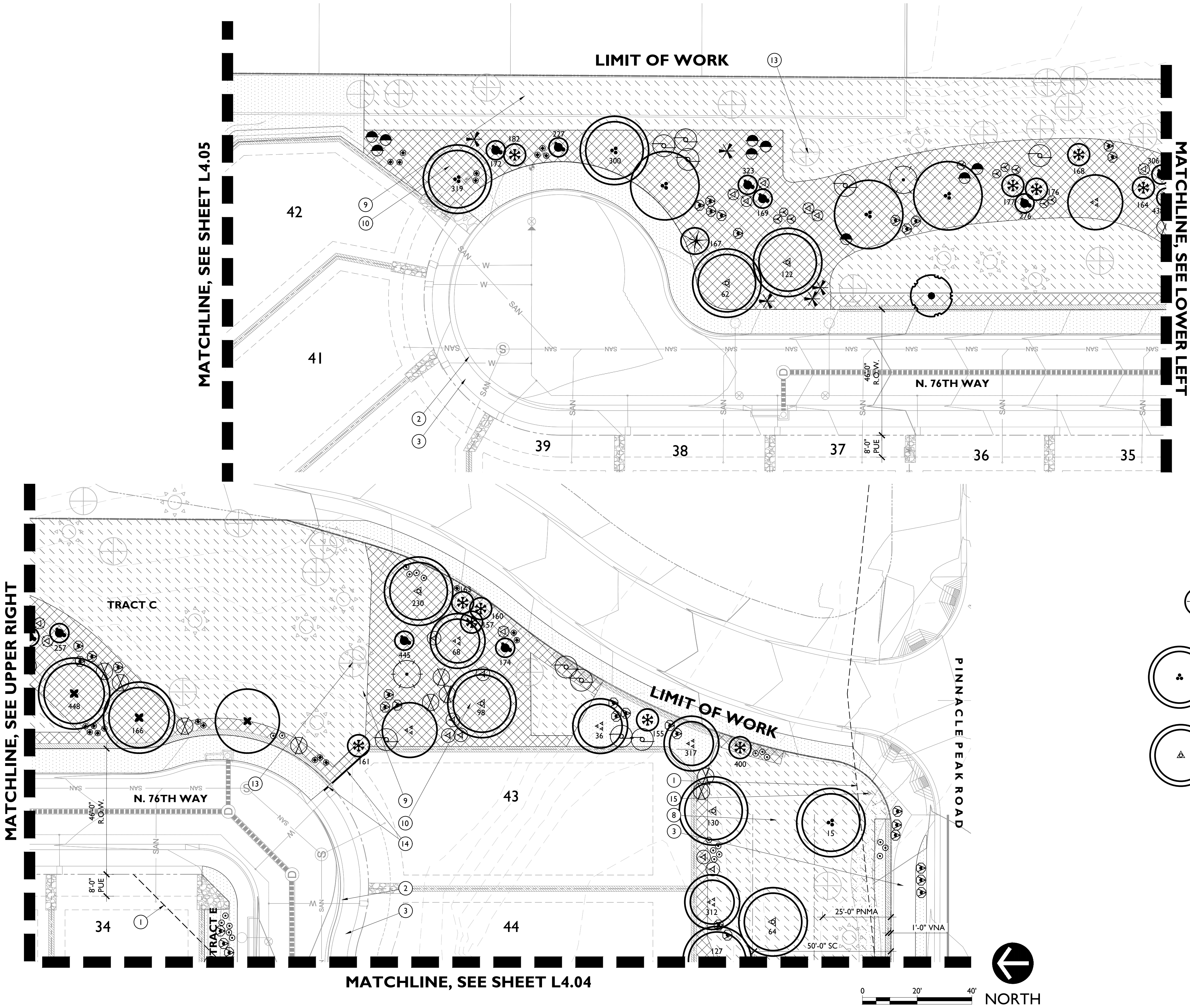
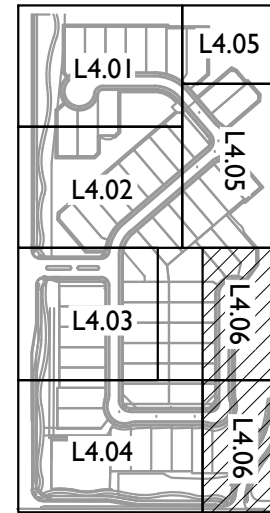
- PLANTS INSTALLED IN DETENTION BASINS AND DRAINAGE CHANNELS TO CONFORM TO CITY OF SCOTTSDALE DS&PM, SECTION 2-1.903.
- ALL SIZE AND CALIPER OR PLANT MATERIAL ARE TO COMPLY WITH ARIZONA NURSERYMAN STANDARDS COMPARED TO CONTAINER SIZES.
- PLANT SUBSTITUTIONS WILL BE ACCEPTED FROM SALVAGE MATERIAL ON SITE.
- FINAL LOCATION OF PLANTS WITHIN REVEGETATED NAOS AREAS ALONG WALLS SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.

- NAOS UNDISTURBED AREA
- REVEGETATED NAOS: COMBINATION OF REVEGETATED PLANT MATERIAL AS LISTED ABOVE AND HYDROSEED MIX.
- ENHANCED DESERT OPEN SPACE: DECOMPOSED GRANITE, RAKED NATIVE SOIL AND HYDROSEED MIX.

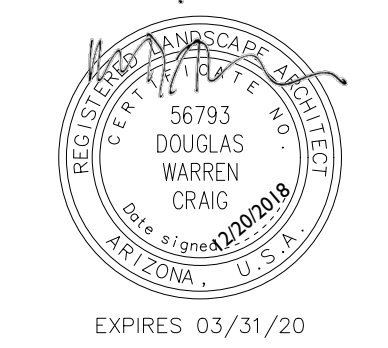
SALVAGE LANDSCAPE PALETTE

TREES		QTY.
ACACIA GREGGII	CATCLAW ACACIA	1
CARNEGIEA GIGANTEA	SAGUARO	42
FEROCACTUS WISLIZENII	BARREL	48
FOUQUIERIA SPLENDENS	OCOTILLO	9
OLNEYA TESOTA	IRONWOOD	11
PARKINSONIA FLORIDA	BLUE PALO VERDE	17
PARKINSONIA MICROPHYLLA	FOOTHILLS PALO VERDE	47
PROSOPIS VELUTINA	VELVET MESQUITE	41
VACHELLIA CONSTRICTA	WHITETHORN ACACIA	2

KEY MAP



120 South Ash Avenue
Tempe, AZ 85281
(480) 586-2100



Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

PASEO AT PINNACLE PEAK
SCOTTSDALE, AZ

PROJECT NO.: 18002319
DATE: 12/20/2018
DRW: PR, SZ, RT
RVW: CJ, DC

REVISIONS
1
2
3
4
5

PLANTING PLAN

L4.06

SHEET 14 OF 22

3RD SUBMITTAL

Paseo at Pinnacle Peak

77th Street Abandonment Request

Property Owner: Lennar Homes

Property Address: 7676 E Pinnacle Peak Rd, Scottsdale, AZ 85244

Applicant: Alex Stedman, RVi Planning + Landscape Architecture

Project Overview & Request

This ~~is a~~ request ~~to abandon~~ for approximately ~~6,156,156~~ square feet of the existing 77th Street public right-of-way immediately north of Pinnacle Peak Road (see legal exhibit included with this application). The subject abandonment area represents a small segment of remaining right-of-way that is a remnant of an approved 2000 (#6-AB-00) request by the adjacent La Vista community to abandon the all streets internal to that neighborhood commencing approximately at the existing entry gate.

With the realignment of 77th street to the west to line up with the driveway on the south side of Pinnacle Peak Road, this portion of ROW will be isolated between two tracts, the east side owned by La Vista at Pinnacle Peak HOA and the west side owned by the Paseo at Pinnacle Peak HOA. This realignment was a stipulation in the recent zoning approval for the subject property that will create a safer traffic condition. The realignment of 77th Street will be built to City standards within a newly dedicated private tract (Tract E on the Paseo at Pinnacle Peak Final Plat). Upon completion of the roadway improvements and successful abandonment of the subject ROW, the entire 77th Street Roadway, north of the Pinnacle Peak ROW, will be dedicated to and maintained by the La Vista at Pinnacle Peak HOA. An agreement is in place between Lennar Homes and the La Vista HOA to provide for a temporary construction easement, the relocation of the community's monument sign, and ~~the dedication of the new~~ roadway alignment.

With the realignment of 77th Street, a portion of the existing asphalt, curb, and gutter will be removed, and the area revegetated with natural plant species and reclaimed salvage material from the Paseo at Pinnacle Peak project. The existing tract will remain to provide easements for the telecommunication facilities installed in the current 77th Street alignment. The abandonment area will be ultimately deeded to the La Vista HOA.

Compensation

~~Because the Paseo at Pinnacle Peak community will not utilize 77th street for any access, vehicular or pedestrian, the subject abandonment does not serve as a benefit to the applicant. The applicant agreed to the realignment to correct an intersection offset that was established with the construction of the commercial center to the south. For this~~

reason, the applicant asserts that Staff should support the elimination of any monetary compensation associated with this request. The applicant dedicated with the Final Plat for Paseo at Pinnacle Peak, an equal amount of ROW as what is included in the abandonment request. Therefore, since the Paseo project has no benefit at all of the abandoned ROW and since a like quantity of ROW was dedicated for the requested abandonment, the compensation requirement has been met. The applicant has been in discussions with the City regarding the compensation, the City has not provided the applicant with a form decision regarding the amount as of the date of the resubmittal. The applicant expects this to be resolved prior to the Planning Commission hearing.

Commitment

Fidelity National Title Agency, Inc.
14000 N. Pima Road, Suite 100, Department 55 ,
Scottsdale, AZ 85260

Escrow Officer: Kristina Gooding
File No.: 55000957 -055 -KG2 -DW

Property Address: 19.7 Acres - NEC Pinnacle Peak/Miller Rd , Scottsdale, AZ 85260

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Fidelity National Title

Title Officer: Title Officer ID Title # LIVELOOKREPORT 12400 Main Street, Phoenix, California 85260

APR 11, 2019 AT 1:00 AM

SUMMARY

VESTING: Sure Seller and Sure Seller, Inc. and all its joint tenants

ADDRESS: 12400 Main Street, Phoenix, California

FILE NUMBER: 101120081001

PLANT DATE: April 2, 2019 at 1:00 AM

FORM OF POLICY: A. CUMULATIVE 2013 Homeowner's Policy of Title Insurance ALTA Loan 2005

PROPERTY TYPE: Single Family Residence

EXCEPTIONS

- A. Property taxes, which are a lien for all due and payable
- B. Supplemental or assigned assessments of any
- C. Payment of Contract Assessment Required - NDE/FACZ
- D. Water rights
- E. Provisions in a deed prohibiting the purchase, setting or holding of a floating lien on said land
- F. Covenants, conditions, and restrictions
- G. Easement
- H. Deed of Trust
- I. Abstract of Judgment
- J. Notice of Independent Solar Energy System Producer Contract
- K. Financing Statement
- L. If the land is within the area affected by a Geographic Targeting Order issued by S&PBN

Effortless, Efficient, Compliant, and Accessible



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Natalie Bombardieri

Authorized Signature



By:

[Signature]

ATTEST

President

Margia Remoqua

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: **Fidelity National Title Agency, Inc.**
 Issuing Office: 14000 N. Pima Road, Suite 100, Department 55, Scottsdale, AZ 85260
 Escrow Officer: Kristina Gooding
 Title Officer: Dani Wilson
 ALTA® Universal ID:
 Loan ID Number:
 Reference Number:
 Issuing Office File Number: 55000957-055-KG2-DW
 Property Address: 19.7 Acres - NEC Pinnacle Peak/Miller Rd, Scottsdale, AZ 85260
 Revision Number: Amendment No. 4, Amendment Date: August 28, 2019

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **August 21, 2019 at 7:30 a.m.**
2. Policy to be issued:
 - (a) **ALTA Extended Owners Policy (6-17-06)**
 Proposed Insured: **The City of Scottsdale, an Arizona municipal corporation**
 Proposed Policy Amount: **in an amount not to exceed \$100,000.00**
 - (b) **None**
 Proposed Insured:
 Proposed Policy Amount: **in an amount not to exceed \$0.00**
 - (c) **None**
 Proposed Insured:
 Proposed Policy Amount: **in an amount not to exceed \$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
A FEE
4. Title to the **Fee** estate or interest in the Land is at the Commitment Date **vested in:**
Lennar Arizona, Inc., an Arizona corporation
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

Countersigned by:

Natalie Bombardieri

Authorized Signature



By:

M. Fini

ATTEST

President

Margie Homofua

Secretary

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED **SCOTTSDALE**, IN THE COUNTY OF **MARICOPA**, STATE OF **ARIZONA**, AND IS DESCRIBED AS FOLLOWS:

Lots 1 through 55, inclusive and Tracts A through D, inclusive, of Paseo at Pinnacle Peak, according to [Book 1455 of Maps, page 36](#), records of Maricopa County, Arizona.

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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2-AB-2019
9/13/2019

SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Lennar Arizona, Inc., an Arizona corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

8. intentionally omitted
9. An inspection was performed on June 4, 2018. If close of escrow does not occur within 30 days of this date, another inspection will be required. If the prior inspection has expired, please notify the Title Officer within 30 days of close of escrow so the performance of the new inspection will not hold up closing.

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SCHEDULE B
PART I – Requirements
(Continued)

10. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Lennar Arizona, Inc., an Arizona corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) Evidence, satisfactory to the Company that the corporation was validly formed and is in good standing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company an owner's Affidavit of no open Deed of Trust(s).

12. Recordation of a certified copy of the Ordinance of the City of Scottsdale authorizing the execution and delivery of all instruments necessary to consummate this transaction.

13. The Company will require approval of legal excepting out right of way as shown herein by all parties.

14. Furnish for recordation a deed as set forth below:

Type of deed: Warranty Deed
Grantor(s): Lennar Arizona, Inc., an Arizona corporation
Grantee(s): The City of Scottsdale, an Arizona municipal corporation

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

15. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

Paseo at Pinnacle Peak Homeowners Association

16. Approval of legal to be insured herein by the parties.

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SCHEDULE B
PART I – Requirements
(Continued)

Tax Note:

Year: 2018
Tax Parcel No: 212-04-001B
Total Tax: \$124,266.46
First Installment Amount: \$Paid
Second Installment Amount: \$ Paid

Tax Note:

Year: 2018
Tax Parcel No: 212-04-001C
Total Tax: \$44,518.40
First Installment Amount: \$ Paid
Second Installment Amount: \$ Paid

Tax Note:

Year: 2018
Tax Parcel No: 212-04-001D
Total Tax: \$32,742.54
First Installment Amount: \$ Paid
Second Installment Amount: \$ Paid

Tax Note:

Year: 2018
Tax Parcel No: 212-04-001E
Total Tax: \$36,045.56
First Installment Amount: \$ Paid
Second Installment Amount: \$ Paid

END OF SCHEDULE B, PART I—REQUIREMENTS

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SCHEDULE B

PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2019.

2. Reservations contained in the Patent

From: The United States of America
 Recording Date: September 07, 1950
 Recording No: [Docket 607, Page 530](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

3. Water rights, claims or title to water, whether or not disclosed by the public records.
4. intentionally omitted
5. intentionally omitted
6. intentionally omitted
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Natural area
 Recording Date: June 20, 1997
[Recording No: 1997-418356](#); and thereafter Release
 Recording Date: October 31, 2006
[Recording No: 2006-1439249](#)

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

8. intentionally omitted

9. intentionally omitted

10. intentionally omitted

11. Matters contained in that certain document

Entitled: Agreement for the Waiver of Claims for Diminution in Value of Property
Recording Date: December 08, 2017
Recording No: 2017-910568

Reference is hereby made to said document for full particulars.

12. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

13. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 17-051

Dated: January 30, 2018, last revised February 26, 2019.

Prepared by: AW Land Surveying, LLC

Matters shown:

a) Encroachment of a wall into electric easement recorded in document no. 97-707329.

b) Wood barricade over west boundary line.

14. Matters contained in that certain document

Entitled: Resolution FCD 2018R0056 Rawhide Wash Flood Hazard Mitigation
Recording Date: April 18, 2018
Recording No: 2018-0290439

Reference is hereby made to said document for full particulars.

15. Easements, covenants, conditions and restrictions as set forth on the plat recorded in Book 1455 of Maps, Page 36.

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SCHEDULE B
PART II – EXCEPTIONS
(Continued)

16. Matters contained in that certain document

Entitled: Public Improvements Covenant to construct
Dated: April 19, 2019
Executed by: Lennar Arizona, Inc., an Arizona corporation and the City of Scottsdale, an Arizona municipal corporation
Recording Date: April 23, 2019
Recording No: 2019-287030

Reference is hereby made to said document for full particulars.

17. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: 2019-603744

Liens and charges as set forth in the above mentioned declaration,

Payable to: Paseo at Pinnacle Peak Homeowners Association

END OF SCHEDULE B, PART II – EXCEPTIONS

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Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see **"Choices With Your Information"** to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or

lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (01-01-08)

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - improvements on the land
 - land division
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR
 - in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT-FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company

- by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which

has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
- (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

			Your Deductible Amount	Our Maximum Dollar Limit of Liability
14:	Covered	Risk	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
15:	Covered	Risk	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
16:	Covered	Risk	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
18:	Covered	Risk	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

			Your Deductible Amount	Our Maximum Dollar Limit of Liability
16:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
18:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
19:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
21:	Covered	Risk	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.